

Todd Black



2018001628

MCDOWELL CO. NC FEE \$26.00

PRESENTED & RECORDED

04-13-2018 09:18:35 AM

TONIA R HAMPTON

REGISTER OF DEEDS

BY: LENA BAKER

ASSISTANT REGISTER OF DEEDS

BK: CRP 1241

PG: 666-669

PREPARED BY and return to Erin F. Dunnuck, Esq., Dunnuck Law Firm, P.L.L.C., 16 Broad Street, Asheville, North Carolina 28801

Reference: Deed Book 868, Page 768
Deed Book 1198, Page 309
Deed Book 1229, Page 269
Deed Book 1229, Page 271

**STATE OF NORTH CAROLINA
COUNTY OF MCDOWELL**

**AMENDMENT TO THE DECLARATION OF RESTRICTIVE
COVENANTS FOR GRANDVIEW PEAKS**

THIS AMENDMENT made this 12th day of April, 2018, by Grandview Peaks Property Owners Association, Inc., a North Carolina non-profit corporation;

WHEREAS, Grandview Peaks Property Owners Association, Inc., ("Association") is the association of lot owners at Grandview Peaks, a development located in McDowell County, North Carolina; and

WHEREAS, the Association is subject to the Declaration of Restrictive Covenants for Grandview Peaks, recorded in the McDowell County Registry of Deeds in Deed Book 868 at Page 768 ("Declaration"); and

NOW THEREFORE, in accordance with Section 19 of the Declaration, the Declaration is hereby amended by striking Section 3 of the Declaration in its entirety and replacing it with the following Section 3:

3. DWELLING RESTRICTIONS: Any dwelling house built in this Development shall be new, stick-built construction, constructed on the premises and shall comply with all State, County, and local building standards and codes, including specifically those standards for plumbing, septic, and electrical work. Single-wide mobile homes, double-wide mobile homes, and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials,

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including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding, or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Contractors of the property owners are required to submit a Construction Impact Fee of \$2,500.00 upon commencement of construction of the home. The Board of Directors will have the right to adjust the amount of the impact fee as needed.

- a) The living area of any dwelling house, exclusive of any porches, garages, carports and patios, shall be not less than 1200 square feet above ground level. All building plans and color must be approved by the Board of Directors and/or the Architectural Review Committee of the Association prior to the construction to ensure the building meets the requirements of the Restrictive Covenants.
- b) The construction of the exterior of all buildings, including dwelling houses and outbuildings, shall be completed within twelve (12) months from date of issuance of the building permit. For purposes of this provision, a building shall be deemed "completed" when all exterior components and finishes are installed including, but not limited to, siding, roofing, trim, gutters, porches and paint/stain.
- c) All disturbed areas of each building site shall be seeded and/or landscaped within three (3) months from the date of completion of the exterior components of any building but, in any event, not later than fifteen (15) months from the date of issuance of the building permit. During construction, appropriate erosion control measures shall be made to avoid the transfer of any sediment or construction debris to any neighboring lots or common area.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed under seal as of the day and year first above written.

DECLARANT:

Grandview Peaks, LLC

A North Carolina Limited Liability Company

BY: Todd J. Black

Member Manager

Print Name: Todd J. Black

STATE OF NORTH CAROLINA
COUNTY OF Burke

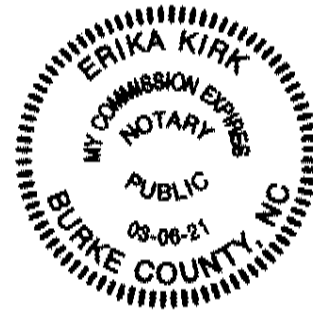
I, Erika Kirk, a Notary Public for Burke County,
North Carolina, certify that Todd J. Black personally came before me this day and
acknowledged that he is Member Manager of Grandview Peaks, LLC, a North Carolina Limited
Liability Company, and that by authority duly given and as the act of the limited liability
company, the foregoing instrument was signed on its behalf.

Witness my hand and official seal, this the 12th day of April, 2018

Erika Kirk
Notary Public

(SEAL)

My commission expires: 3-6-21



Fall Creek Land Company
A North Carolina Limited Liability Company

BY: Todd J. Black
Member Manager

Print Name: Todd J. Black

STATE OF NORTH CAROLINA
COUNTY OF Burke

I, Erika Kirk, a Notary Public for Burke County, North Carolina, certify that Todd J. Black personally came before me this day and acknowledged that he is Member Manager of Fall Creek Land Company, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed on its behalf.

Witness my hand and official seal, this the 12th day of April, 2018.

(SEAL)

Erika Kirk

Notary Public

My commission expires:

3-6-21



**STATE OF NORTH CAROLINA
COUNTY OF MCDOWELL**

**AMENDMENT TO THE BYLAWS OF
GRANDVIEW PEAKS PROPERTY OWNERS ASSOCIATION**

THIS AMENDMENT made this 28 day of March, 2018, by Grandview Peaks Property Owners Association, Inc., a North Carolina non-profit corporation;

WHEREAS, Grandview Peaks Property Owners Association, Inc., ("Association") is the association of lot owners at Grandview Peaks, a development located in McDowell County, North Carolina; and

WHEREAS, the Association is subject to the Declaration of Restrictive Covenants for Grandview Peaks, recorded in the McDowell County Registry of Deeds in Deed Book 868 at Page 768 ("Declaration"); and

WHEREAS, this amendment was adopted by an affirmative vote of the majority of the Directors and Article VI, Section IV of the Bylaws of Grandview Peaks Property Owners Association; and

NOW THEREFORE, the Bylaws are hereby amended by striking Article II, Section II of the Bylaws in its entirety and replacing it with the following Section II:

Section II. Members and Terms. The Board of Directors shall consist of not less than seven (7) nor more than fifteen (15) Directors. There shall be an odd number of Directors. Directors shall be elected for a term of one (1) year, as the case may be, to succeed those whose terms expire pursuant to the provisions hereof, the number of directors each year shall be determined by the Board of Directors based upon need therefore.

The Bylaws are hereby amended by striking Article II, Section VI of the Bylaws in its entirety and replacing it with the following Section VI:

Section VI. President. There shall be a President of the Board of Directors elected by the Directors from their number at the organizational meeting of the Board. The President shall preside at all meetings of the Board of Directors thereafter and perform such other duties as may be directed by the Board.

The Bylaws are hereby amended by striking Article II, Section VII of the Bylaws in its entirety and replacing it with the following Section VII:

Section VII. Special Meeting. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. Such meetings may be held within the State of North Carolina.

IN WITNESS WHEREOF, the undersigned officers of Grandview Peaks Property Owners Association, Inc. hereby certify that the above amendments to the Bylaws of Grandview Peaks Property Owners Association are duly adopted by the Association and its membership in accordance with and pursuant to the North Carolina General Statutes and Article VI, Section IV of the Bylaws.

This 28 day of March, 2018.

GRANDVIEW PEAKS PROPERTY OWNERS ASSOCIATION, INC.

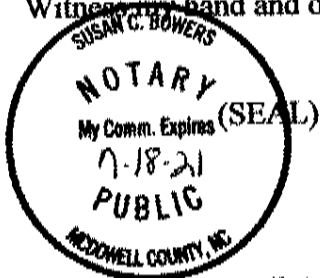
by: [Signature]
President

Attest: [Signature]
Secretary

STATE OF NORTH CAROLINA
COUNTY OF McDowell

I Susan C Bowers, Notary Public for said County and State, certify that Virginia Morfe, Virginia L Smith personally came before me this day and acknowledged that he/she is Secretary of Grandview Peaks Property Owners Association, Inc., Inc., a nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by himself/herself as its Secretary.

Witness my hand and official seal, this the 28 day of March, 2018.



[Signature]
Notary Public

My commission expires: 7-18-2021